

assets (the “De Minimis Assets”), or subset(s) thereof, free and clear of all liens, claims, encumbrances, and other interests.

PLEASE TAKE FURTHER NOTICE that by order dated October 24, 2022 [Docket No. 256] (the “De Minimis Asset Sale Order”),² the Bankruptcy Court approved, among other things, certain procedures for the sale of De Minimis Assets (the “De Minimis Asset Sale Procedures”). All interested parties should carefully read the De Minimis Asset Sale Order and the De Minimis Asset Sale Procedures set forth therein. Copies of the De Minimis Asset Sale Order are available upon request to the Debtors’ claims and noticing agent, Epiq Corporate Restructuring, LLC, at ComputeNorthHoldingsInfo@epiqglobal.com, and are available for download from the Case Website.

PLEASE TAKE FURTHER NOTICE that, in accordance with the De Minimis Asset Sale Procedures, the Debtors intend to sell or transfer the De Minimis Assets (the “De Minimis Asset Sale”) set forth on **Exhibit A** attached hereto (the “Sale and Settlement Term Sheet”). In accordance with the De Minimis Asset Sale Procedures, the Sale and Settlement Term Sheet identifies (a) the De Minimis Assets being sold or transferred, (b) the De Minimis Asset Purchaser and their relationship (if any) to the Debtors, (c) the selling price, and (d) the significant terms of the sale or transfer agreement, including, but not limited to, any payments to be made by the Debtors on account of commission fees to agents, brokers, auctioneers, and liquidators. Information regarding adequate assurance of future performance, if applicable, is being served concurrently herewith.

PLEASE TAKE FURTHER NOTICE that any objections to the De Minimis Asset Sale, the adequate assurance of future performance of the De Minimis Asset Sale Purchaser (if applicable), or the relief requested in connection therewith (a “Sale Objection”), must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) set forth the specific basis for the Sale Objection; (d) be filed with the Clerk of this Court, 515 Rusk Street, Houston, Texas 77002, together with proof of service, on or before 4:00 p.m. (prevailing Central Time) on February 18, 2023 (the “Sale Objection Deadline”); and (e) be served so as to be actually received on or before the Sale Objection Deadline, upon the following parties (the “Objection Notice Parties”): (i) counsel to the Debtors, Paul Hastings LLP, 600 Travis Street, 58th Floor, Houston, Texas 77002, Attn: James T. Grogan III (jamesgrogan@paulhastings.com); 200 Park Avenue, New York, New York 10166, Attn: Luc Despina, Sayan Bhattacharyya, and Daniel Ginsberg (lucdespina@paulhastings.com, sayanbhattacharyya@paulhastings.com, and danielginsberg@paulhastings.com); and 71 South Wacker Drive, Suite 4500, Chicago, Illinois 60606, Attn: Matthew Micheli (mattmicheli@paulhastings.com); (ii) counsel to the official committee of unsecured creditors appointed in these Chapter 11 Cases (the “Committee”), McDermott Will & Emery LLP, 2501 North Harwood Street, Suite 1900, Dallas, Texas 75201, Attn: Charles R. Gibbs (crgibbs@mwe.com); One Vanderbilt Avenue, New York, New York 10017, Attn: Kristin K. Goings, Darren Azman, Stacy A. Lutkus, and Natalie Rowles (kgoings@mwe.com, dazman@mwe.com, salutkus@mwe.com, and nrowles@mwe.com); (iii) efficiency counsel for Debtors, Ferguson Braswell Fraser Kubasta PC, 2500 Dallas Parkway, Suite 600, Plano, Texas 75093, Attn: Rachael L. Smiley (rsmiley@fbfk.law) and (iv) the Office of the

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the De Minimis Asset Sale Order.

United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Jayson B. Ruff and Jana Whitworth (Jayson.B.Ruff@usdoj.gov and Jana.Whitworth@usdoj.gov).

PLEASE TAKE FURTHER NOTICE THAT, SHOULD AN OBJECTION BE TIMELY FILED, THE DE MINIMIS ASSETS SHALL ONLY BE SOLD OR TRANSFERRED UPON SUBMISSION OF A CONSENSUAL FORM OF ORDER RESOLVING THE OBJECTION AS BETWEEN THE DEBTORS AND THE OBJECTING PARTY OR FURTHER ORDER OF THE COURT AFTER NOTICE AND A HEARING.

PLEASE TAKE FURTHER NOTICE THAT, IF A SALE OBJECTION IS NOT FILED AND SERVED ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE DE MINIMIS ASSET SALE ORDER, THEN THE DEBTORS SHALL BE AUTHORIZED, PURSUANT TO THE DE MINIMIS ASSET SALE ORDER, TO CONSUMMATE THE PROPOSED DE MINIMIS ASSET SALE IN ACCORDANCE WITH THE TERMS SET FORTH ON THE ATTACHED SALE SCHEDULE WITHOUT FURTHER NOTICE OR HEARING, AND YOU SHALL BE DEEMED TO HAVE WAIVED AND RELEASED ANY RIGHT TO ASSERT SUCH AN OBJECTION.

Dated: February 13, 2023

/s/ Rachael L. Smiley

FERGUSON BRASWELL

FRASER KUBASTA PC

Rachael L. Smiley (Texas Bar No. 24066158)

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EFFICIENCY COUNSEL FOR DEBTORS

Exhibit A to De Minimis Asset Sale Notice

SALE AND SETTLEMENT TERM SHEET

This term sheet (the “Term Sheet”) dated February 13, 2023, sets forth the terms of a proposed sale and settlement (the “Sale and Settlement”) related to the Miners (as defined below) and a consensual resolution of various claims between Mining Project Wind Down Holdings, Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”), on the one hand, and GEM Mining, LLC and certain of its affiliates (collectively, “Customer” and, together with the Debtors, the “Parties”) on the other hand. The transactions contemplated in this Term Sheet are subject in all respects to execution and Bankruptcy Court approval of the Term Sheet.

THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY CHAPTER 11 PLAN, IT BEING UNDERSTOOD THAT SUCH A SOLICITATION, IF ANY, ONLY WILL BE MADE IN COMPLIANCE WITH APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE.

SALE AND SETTLEMENT TERMS	
General	<p>The terms of the sale and settlement between Customer and the Debtors shall include the following:</p> <ul style="list-style-type: none"> • Agreements for the disposition of the remaining equipment contracted for between Customer and the Debtors (the “<u>Miners</u>”); • Waiver of all claims, filed, scheduled or which may be filed in the future, of Customer against the Debtors; and • Release by the Debtors of any Chapter 5 avoidance actions against Customer.
Delivery of Miners	<p>The Debtors will work with Customer to facilitate delivery to Customer of the Miners. See <u>Schedule 1</u> for details regarding Miner count, location and logistics.</p>
Payment Related to Release of the Miners	<p>Customer shall pay the Debtors \$320,148, as detailed on <u>Schedule 1</u>.</p> <p>Customer shall be responsible to pay for all go-forward obligations to third parties related to shipping and logistics (including costs for MVP Logistics LLC), taxes and tariffs, brokerage fees, customs bond and any other related expenses for Customer’s specific Miners. For the avoidance of doubt, the Debtors will not pay for any costs or obligations associated therewith. Customer will pay such obligations directly to the applicable provider.</p> <p>The Debtors agree to assist Customer in facilitating shipping and logistics related to the Miners.</p>

	With respect to any costs that are attributable to miners that include Customer's Miners and miners of other customers, such costs will be paid by all customers on a pro rata basis.
Allowed Claim	Customer shall (i) be entitled to an allowed general unsecured claim in Class 3 related to the Bitmain orders of \$1,800,000; and (ii) agree to waive all other claims, filed, scheduled or which may be filed in the future, of Customer against the Debtors, including administrative and general unsecured claims, related to the Miners.
Plan Vote	Customer shall cast its ballot in the allowed amount of its claims set forth herein in support of confirming the Plan on or before the Voting Deadline, which deadline may be extended by the Debtors in their discretion. Customer agrees that it will neither oppose the Plan nor opt out of the releases set forth in Section 9 of the Plan.
Waiver of Avoidance Actions	The Debtors shall agree to waive any Chapter 5 avoidance actions or other claims they may possess against Customer.
Mutual Releases	The Debtors and Customer shall include customary mutual releases in any definitive documentation memorializing this Term Sheet.
Approval and Effective Date	The Debtors will file a motion (" <u>Motion</u> ") pursuant to section 363 of title 11 of the United States Code (the " <u>Bankruptcy Code</u> ") seeking approval of the Sale and Settlement set forth in this Term Sheet, subject to higher and better offers, in the United States Bankruptcy Court for the Southern District of Texas (the " <u>Bankruptcy Court</u> "). The Parties agree that this Term Sheet will be effective as of the date of Bankruptcy Court enters an order approving the Motion (the " <u>Effective Date</u> "). Pending the Effective Date of this Term Sheet, each of the Parties agrees to be bound by this Term Sheet and waives any right to object to approval of it by the Bankruptcy Court. In the event that the Plan is not confirmed, it will be null and void and have no force or effect whatsoever except as may be otherwise agreed in writing by the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Term Sheet to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

COMPUTE NORTH, LLC

By: _____


Drake Harvey (Feb 13, 2023 18:34 EST)

Name: Drake Harvey

Title: President

PURCHASER:

GEM MINING 1, LLC

By: _____


Name: Joseph Poore, CPA

Title: Chief Financial Officer

Schedule 1

Model	Origin	Destination	AWB	Shipped Date	ETA at Port	ETA at MVP	Logistics	Status	TH/s	Units	Hashrate	Paid to Debtor		
												Overhead	Shipping Cost	Total
Bitmain S19 90TH/s	MAL	MVP - Houston	AEQPG2301010D	1/24/2023	1/30/2023	2/13/2023	Central	in route	90	68	6,120	\$ 4,774	\$ 5,963	\$ 10,737
Bitmain S19 86TH/s	MAL	MVP - Houston	AEQPG2301010D	1/24/2023	1/30/2023	2/13/2023	Central	in route	86	61	5,246	4,093	5,349	9,442
Bitmain S19 82TH/s	MAL	MVP - Houston	AEQPG2301010D	1/24/2023	1/30/2023	2/13/2023	Central	in route	82	35	2,870	2,239	3,069	5,308
Bitmain S19 90TH/s	MAL	MVP - Houston	AEQPG2301011B	1/24/2023	1/30/2023	2/13/2023	Central	in route	90	95	8,550	6,670	8,331	15,001
Bitmain S19 90TH/s	MAL	MVP - Houston	AEQPG2301011B	1/24/2023	1/30/2023	2/13/2023	Central	in route	90	83	7,470	5,828	7,278	13,106
Bitmain S19 86TH/s	MAL	MVP - Houston	AEQPG2301011B	1/24/2023	1/30/2023	2/13/2023	Central	in route	86	45	3,870	3,019	3,946	6,965
Bitmain S19 82TH/s	MAL	MVP - Houston	AEQPG2301011B	1/24/2023	1/30/2023	2/13/2023	Central	in route	82	23	1,886	1,471	2,017	3,488
Bitmain S19 90TH/s	MAL	MVP - Houston	AEQPG2301008B	1/24/2023	1/30/2023	2/13/2023	Central	in route	90	53	4,770	3,721	4,648	8,369
Bitmain S19 86TH/s	MAL	MVP - Houston	AEQPG2301009D	1/24/2023	1/30/2023	2/13/2023	Central	in route	86	38	3,268	2,549	3,332	5,882
Bitmain S19 95TH/s	MAL	MVP - Houston	AEQPG2301006	1/24/2023	1/30/2023	2/13/2023	Central	in route	95	10	950	741	877	1,618
Bitmain S19 82TH/s	MAL	MVP - Houston	AEQPG2301010C	1/23/2023	1/29/2023	2/12/2023	Central	in route	82	61	5,002	3,902	5,349	9,251
Bitmain S19 90TH/s	MAL	MVP - Houston	AEQPG2301008A	1/24/2023	1/30/2023	2/13/2023	Central	in route	90	325	29,250	22,819	28,499	51,318
Bitmain S19 86TH/s	MAL	MVP - Houston	AEQPG2301009C	1/24/2023	1/30/2023	2/13/2023	Central	in route	86	125	10,750	8,387	10,961	19,348
Bitmain S19 90TH/s	MAL	MVP - Houston	AEQPG2301010B	1/24/2023	1/30/2023	2/13/2023	Central	in route	90	9	810	632	789	1,421
Bitmain S19 82TH/s	MAL	MVP - Houston	AEQPG2301010B	1/24/2023	1/30/2023	2/13/2023	Central	in route	82	58	4,756	3,710	5,086	8,796
Bitmain S19 90TH/s	MAL	MVP - Houston	AEQPG2301010B	1/24/2023	1/30/2023	2/13/2023	Central	in route	90	15	1,350	1,053	1,315	2,369
Bitmain S19 90TH/s	MAL	MVP - Houston	AEQPG2301011A	1/24/2023	1/30/2023	2/13/2023	Central	in route	90	94	8,460	6,600	8,243	14,843
Bitmain S19 82TH/s	MAL	MVP - Houston	AEQPG2301011A	1/24/2023	1/30/2023	2/13/2023	Central	in route	82	15	1,230	960	1,315	2,275
Bitmain S19 90TH/s	MAL	MVP - Houston	AEQPG2301007B	1/24/2023	1/30/2023	2/13/2023	Central	in route	90	126	11,340	8,847	11,049	19,896
Bitmain S19 90TH/s	MAL	MVP - Houston	AEQPG2301009B	1/24/2023	1/30/2023	2/13/2023	Central	in route	90	80	7,200	5,617	7,015	12,632
Bitmain S19 95TH/s	MAL	MVP - Houston	AEQPG2301006	1/24/2023	1/30/2023	2/13/2023	Central	in route	95	70	6,650	5,188	6,138	11,326
Bitmain S19 82TH/s	MAL	MVP - Houston	AEQPG2301010A	1/23/2023	1/29/2023	2/12/2023	Central	in route	82	53	4,346	3,390	4,647	8,038
Bitmain S19 90TH/s	MAL	MVP - Houston	AEQPG2301007A	1/24/2023	1/30/2023	2/13/2023	Central	in route	90	252	22,680	17,694	22,097	39,791
Bitmain S19 86TH/s	MAL	MVP - Houston	AEQPG2301009A	1/24/2023	1/30/2023	2/13/2023	Central	in route	86	135	11,610	9,057	11,838	20,895
Bitmain S19 95TH/s	MAL	MVP - Houston	AEQPG2301006	1/24/2023	1/30/2023	2/13/2023	Central	in route	95	67	6,365	4,966	5,875	10,841
Bitmain S19 86TH/s	IDN	MVP - Houston	AASIN2301196-1	1/23/2023	1/28/2023	2/11/2023	CTS	in route	86	41	3,526	2,751	4,442	7,193
Total									2,283	2,037	180,325	\$ 140,679	\$ 179,470	\$ 320,148